



QUOTATION NO. 5183-Q-5506

on form FN-872

**GENERAL ELECTRIC COMPANY  
APPARATUS SERVICE DIVISION**

July 15, 1985

**NOTICE** This quotation on the services described below is subject to the terms and conditions on the face and back of this letter, and is void unless accepted within 15 days from date hereof, and, in the meantime, is subject to change upon notice. It supersedes all previous quotations and agreements relating to this transaction. Please refer to this quotation by number in any order placed with us for described work, and address all letters to our office at

1031 North 4th Avenue  
Kent, Washington 98032  
854-0211

Mr. James Brown  
Manufacturing Engineer  
Alaska Copper and Brass  
3223 6th Avenue South  
Seattle, Washington 98134

Subject: Removal and Disposal of 4 Each PCB Capacitors

Dear Mr. Brown:

The General Electric Company is pleased to quote the removal and disposal of four each PCB capacitors:

Total Cost: \$ 2,150.00

Workscope

- o All work to be performed on customer's premises.
- o Remove capacitors from equipment tanks Serial No. 64985 and Serial No. 65002 and place in Department of Transportation approved drums for shipment.
- o Pick up drums from customer's premises and transport to General Electric's Portland temporary storage/disposal facility.

General

- o Customer will allow free access to work area.
- o Customer will provide "out of service date" of subject equipment.

Sale of any service covered by this quotation is conditioned upon the terms contained herein, including those on the back of this quotation. Any additional or different terms proposed by the customer are objected to and will not be binding upon the Company, unless specifically assented to in writing by the Company's authorized representative.

Note that no implied warranty of merchantability or fitness for purpose applies and that any claim that the services described herein are a warranty or other obligation of the Company must be made in writing prior to, or at, the time you place your order.

Seller certifies that all goods described herein will be produced in compliance with all applicable provisions of the Fair Labor Standards Act, as amended.

## CONDITIONS OF SALE AND SERVICE

The sale of any goods and the furnishing of service hereunder is expressly conditional upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in Customer's purchase order or similar communication are objected to and will not be binding upon General Electric Company (herein called the Company) unless specifically assented to in writing by the Company's authorized representative. Authorization by the Customer, whether written or oral, to furnish goods or services will constitute acceptance of these terms and conditions.

### 1. WARRANTY

- a. **Warranty.** The Company warrants to the Customer that equipment or components manufactured by the Company and any repair, rebuild, modification or fabrication services furnished hereunder will be free from defects in material or workmanship and will be of the kind and quality specified in the contract. The conditions of any tests shall be mutually agreed upon and the Company shall be notified of and may be represented at all tests that may be made. The warranties and remedies set forth herein are conditioned upon: (a) proper storage, installation, use and maintenance; and (b) conformance with any recommendations of the Company and (c) the Customer promptly notifying the Company of any defects and, if required, promptly making the equipment available for correction.

If any equipment, material, component or service fails to meet the foregoing warranty, the Company shall correct such failure either, at its option, by: (a) repairing any defective equipment or component or reperforming any defective service, or (b) by making available F.O.B. the Company's plant or other point of shipment any necessary repaired or replacement parts. All costs and risks of disassembly, transportation to and from the Company's service facility and reasonably associated with the corrective action shall be borne by the Customer.

- b. **Warranty Period.** Unless otherwise specified by the Company in writing, the warranty will apply only to defects appearing and discovered within the period from completion of services or shipment of equipment sold, specified below:

Type of Equipment Served	Warranty Period
Instrumentation, communication, x-ray or control devices	90 days
Centrifuges, underground mine equipment	30 days
Pumps, compressors	90 days
Other mechanical equipment	180 days
All other services	1 year
Type of Equipment Sold	Warranty Period
Used equipment	30 days
New equipment of Company manufacture	90 days

- c. **Warranty on New Equipment Not of the Company's Manufacture.** With respect to the sale of new equipment not manufactured by the Company, the Company will use its best efforts to obtain from the manufacturer, in accordance with the manufacturer's warranty, copies of which will be furnished upon request; the repair or replacement of equipment that may prove defective in material or workmanship.

- d. **Warranty On Rentals.** With respect to rental service, the Company warrants only that rental equipment when delivered is in good operating condition. If the equipment rented hereunder is not in good operating condition due to no fault of the Customer and the Customer notifies the Company promptly, the Company shall thereupon, at its option, either repair the equipment or rent replacement equipment, subject to availability. Transportation and incidental expenses will be borne by the Customer.

- e. **Warranty On Inspection, Test, Calibration, Maintenance, Consultation.** With respect to inspection, test, calibration, maintenance or consultation services for which the Company is separately compensated, the Company warrants only that the services will be performed in accordance with accepted industry practice. If any service fails to meet the foregoing warranty, the Company shall re-perform the service to the same extent and on the same conditions as the original service.

- f. **Warranty Stated Above is Exclusive.** The preceding paragraphs set forth the exclusive remedies for claims, except as to title, based on failure of or defect in equipment, material, components or services, whether claim is made in contract or tort (including negligence) and however instituted; and upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, Patents, the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY.** nor shall the Company be liable for any loss or damage whatever by reason of its failure to discover, report, repair or modify latent defects or defects inherent in the design of any equipment.

The Company does not warrant any equipment, material, components or services of others which the Customer has designed.

Where a failure cannot be corrected by the Company's reasonable efforts, the parties will negotiate an equitable adjustment in price. All decontamination work necessary for the correction of defects shall be performed by the Customer at the Customer's expense.

- g. **Waiver Of Warranty Claims.** Any claim that all or any part of the equipment, material, components, or services covered by this contract is covered by a warranty or other obligation of the Company must be made in writing prior to, or at the time the equipment, material, components or services are ordered. Failure to so notify the Company shall constitute a waiver of any such claim.

### 2. PATENTS

The Company may, in the performance of this contract, furnish or install equipment, components, materials and supplies which may be (a) standard commercial products of the Company; (b) purchased from other sources; (c) manufactured by the Company to meet the specific circumstances arising under this contract; and (d) manufactured by the Company to the requirements of the Customer's instructions, designs or specifications.

Items in categories (b), (c) and (d) are furnished by the Company in accord with the exigencies and needs of the particular contract and under circumstances which do not ordinarily admit of investigation of possible risks arising under patents. The Company therefore assumes no obligation to the Customer with respect to such risks.

As to items in category (a), the Company warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, the Company shall defend, or may settle, at its expense, any suit or proceeding against the Customer so far as based on a claimed infringement which would result in a breach of this warranty and the Company shall pay all damages and costs awarded therein against the Customer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, the Company shall, at its expense and option, either procure for the Customer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price, less reasonable depreciation for any period of use, and any transportation costs separately paid by the Customer. The foregoing states the entire liability of the Company for patent infringement by said products or any part thereof.

In the case of rental equipment the Company may, at any time after it becomes aware of a possible infringement, elect to require that the equipment be returned and excuse the Customer from further rental payments. The foregoing states the entire liability of the Company for patent infringement by rental equipment.

### 3. DELIVERY

Completion dates are approximate, and are based upon prompt receipt of the equipment or ready access to it if it is to be worked on at the Customer's premises, and prompt receipt of all necessary information. In the case of rental equipment, shipping dates quoted are based on rental stocks available at the time of quotation and are subject to prior rentals. Unless otherwise specified by the Company, all shipments are F.O.B. the Company's plant.

### 4. EXCUSABLE DELAYS

The Company will notify the Customer promptly of any material delay and will specify the revised delivery date as soon as practicable. The Company shall not be liable for any delay in delivery or performance or for any failure to manufacture, deliver or perform due to (i) any cause beyond its reasonable control, or (ii) any act of God, act of the Customer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of any cause beyond the reasonable control of the Company to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

### 5. PAYMENTS AND FINANCIAL CONDITIONS

Unless otherwise specified by the Company in its quotation, pro rata payments shall become due without setoff as shipments are made or as work is completed at the Customer's premises. If the Company consents to delay shipments after completion of any work, payment shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Customer, payment shall be made based on the purchase price and the percentage of completion. Equipment held for the Customer shall be at the risk and expense of the Customer.

Any order for goods or services by the Customer shall constitute a representation that the Customer is solvent. In addition upon the Company's request, the Customer will furnish a written representation concerning its solvency at any time prior to shipment.

If the financial condition of the Customer at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance. In the event of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges.

The Company at its option, may retain possession of equipment repaired, modified, inspected, tested, maintained or serviced under this contract until its charges for such services, or any other charges due, are paid. If such charges are not paid within 90 days following completion of the work and invoicing the Customer, the Company may, upon not less than 7 days written notice by certified mail to the Customer at the Customer's last known address, sell the equipment at public or private sale and apply the net proceeds to the Company's charges. Such sale will not constitute a waiver of charges in excess of the proceeds.

### 6. TITLE

All scrap resulting from the work shall be the property of the Company. Title to all rental equipment shall remain with the Company. The title and right of possession of equipment repaired, modified, inspected, tested or maintained under this contract shall remain with the Customer, subject to any applicable lien rights of the Company and to its right of sale in the event of nonpayment as provided in the preceding paragraph.

### 7. TAXES

In addition to any price specified herein, the Customer shall pay for the gross amount of any present or future sales, use, excise, value added, or other similar tax applicable to the price, sale or delivery of any product or service furnished hereunder or to its use by the Company or the Customer, or the Customer shall furnish the Company with a tax exemption certificate acceptable to the taxing authorities.

### 8. LIMITATIONS OF LIABILITY AND INDEMNITIES

(a) If any service furnished hereunder is performed on or in connection with any aircraft, missile or nuclear installation or activity, or if equipment or material serviced or supplied hereunder is used in connection with any aircraft, missile or nuclear installation or activity, the Company and its suppliers shall have no liability whether under contract, warranty, tort (including negligence) or otherwise, for any damage, injury or contamination to any aircraft or missile or any property located at the site of such installation or activity, caused directly or indirectly by any nuclear material or by any aircraft, missile or nuclear activity or incident. Customer shall indemnify the Company and its suppliers from any and all liability for such damage, injury or contamination not withstanding the negligence of the Company.

(b) In no event, whether as a result of breach of contract, warranty or tort (including negligence), shall the Company or its suppliers be liable for any consequential or incidental damages including, but not limited to, loss of profit or revenues, loss of use of any real or personal property, damage to associated or connected equipment, cost of capital, cost of substitute products, facilities, service or replacement power, downtime costs, or claims of the Customer's customer for such damages. If the Customer transfers title to or leases the products sold or serviced hereunder to a third party, the Customer shall obtain from such third party a provision affording the Company and its suppliers the protection of the preceding sentence.

(c) Except as provided in the article entitled, Patents, the Company's liability on any claim of any kind (including negligence) for any loss or damage arising out of or resulting from this agreement or from the performance or breach thereof, or from the products or services furnished hereunder, shall in no case exceed the price of the specific product or service which gives rise to the claim. All such liability shall terminate upon the expiration of the warranty period specified in Article 1, Warranty.

(d) The furnishing of advice or other assistance without separate compensation therefor will not subject the Company to any liability, either in contract, warranty, tort (including negligence) or otherwise.

(e) Each of the foregoing paragraphs in this article will apply to the full extent permitted by law. The invalidity, in whole or part, of any paragraph will not affect the remainder of such paragraph or any other paragraph.

### 9. GENERAL

Any services furnished by the Company hereunder will be performed in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. The Company will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to: (i) equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246 as amended); (ii) workmen's compensation; and (iii) the performance in the Company's facilities of the services furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate the Company for the cost of compliance with any other laws or regulations.

The delegation or assignment by the Customer of any or all of its duties or rights hereunder without the Company's prior written consent shall be void. Any representation, promise, course of dealing or trade usage not contained or referenced herein will not be binding on the Company. No modification, amendment, rescission, waiver or other change shall be binding on the Company unless assented to in writing by the Company's authorized representative.

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- o Disposal cost of \$2.50 per pound (total weight) or \$240 minimum per drum based on estimated weight of capacitors at 200 pounds. Actual cost will be based on weight of drum and contents as received at General Electric's Portland temporary storage/disposal facility.

NOTE: See PCB Terms and Conditions attached.

Thank you for this opportunity to assist you in your PCB disposal needs.

Sincerely,

APPARATUS & ENGINEERING SERVICES



James Bowers  
Power Delivery Specialist

JB/dcb

Attachment

## ATTACHMENT A

### PCB DISPOSAL TERMS AND CONDITIONS

- 1) Except as specifically provided hereinafter, the Company's (GE) standard terms and conditions of service form AES-5 (C) apply to the extent applicable.
- 2) As used herein, the word "material" shall mean the material containing or contaminated with polychlorinated biphenyls (PCB), described in our proposal. Where concentrations of PCB's below 500 ppm are stated, attach certificates of analysis. Where certificates of analysis are not available, material will be considered to be contaminated at more than 499 ppm and disposal charges will be made based on the costs of disposing of such material.
- 3) Company (GE) represents that it has knowledge of the hazards associated with the handling, storage and disposal of the PCB's and PCB contaminated materials; that it has experience in such handling, storage, and disposal; that it shall have instructed it's personnel (and to the extent necessary) subcontractors and agents (if any) in the proper safety procedures to be used in such handling.
- 4) Customer warrants that it has full legal title to and the power and right to transfer title to the material and to arrange for disposal of the material (including, without limitation, all licenses or permits required by law or regulation to be obtained by the owner and/or generator of the material), that the material is as described in paragraph "6.2" above, and that any containers provided by the customer are suitable containers for transportation and storage of the material under all applicable law (including, without limitation, regulations issued by the Environmental Protection Agency and the Department of Transportation).
- 5) Company (GE) will perform the services set forth in the quotation in accordance with all applicable laws and regulations. Company warrants that it will have obtained all licenses and permits required by law to engage in the activities required in connection with this transaction. Company represents and warrants that any storage site and any disposal facility to which the materials may be moved are in compliance with any and all Federal, State, and local laws and regulations pertaining thereto, including, but not limited to, the regulations contained in 40 CFR Chapter 1, Part 761, and that they are suitable to receive and/or dispose of and may lawfully receive and/or dispose of the materials.

- 6) Title to the material will pass to the Company (GE) when the material is loaded on a vehicle provided by the Company (if Company provides transportation) or when the material is off-loaded at a facility designated by Company (if customer provides transportation). In the event that the material is later determined to be of a nature or character different than that described in our quotation, title shall pass back to the customer and, unless otherwise agreed, Company may return the material to customer at customer's expense and customer shall be liable for and shall indemnify Company against all losses, damages and claims caused by the material including any damage to the environment except if such losses, damages or claims are the result of the negligent or other tortious act or omission of the Company.
- 7) Company (GE) agrees to indemnify, defend and save customer (including its officers, directors, employees and agents) harmless from and against any liability, expense or loss resulting from the failure by Company, its agents or subcontractors to comply fully with every Federal, State, or local law, statute, regulation, rule, ordinance or government directive which directly or indirectly regulates or affects the collection, handling, storage, transportation or disposal of the materials to be disposed of by Company, hereunder and from and against any and all claims, suits, liabilities, directly or indirectly based upon damage to, or destruction of, any property (including the property of Company) or injury (including death) to any person arising out of or attributable to any negligent or willful act of the Company, its agents or subcontractors in the collection, handling, storage, transportation or disposal of the materials to be disposed of by the Company hereunder. In the event of any liability arising out of the joint negligence of Customer and Company, each shall be liable to the other and any damaged third party in proportion to its relative degree of fault. Paragraphs (a) and (b) of "limitations of Liability" of Standard Conditions for Services - Form AES-5 (C), shall not apply to claims under the indemnity of this paragraph except that in no event shall Company be liable to Customer for loss of use of property belonging to Customer or in Customer's care, custody or control.